

Dunster House C-54
Harvard College
Cambridge 38
Massachusetts
May 1, 1954

Miss Nessa Ernstoff
Baldwin House
Smith College
Northampton, Massachusetts

Dear Nikki:

Enclosed you will find a very impressive looking copy of the agreement which has been prepared for signature between the stations and myself. In the main, it is self-explanatory, but there are one or two points upon which I thought that I should comment, and also I have some requests for information. I hope to be at Smith on Sunday, May 9, in the afternoon, and if this is not inconvenient, I would like to see you then and speak to you about the agreement and the requested information.

The soliciting of proposed advertisers will take place this coming summer. It will be best if I am able to be as explicit, informative and direct as possible with them. This is a new venture for the advertisers as well as for us and it will turn out most favorably, I think, if negotiations with them can be well expedited. The agreement has been drawn up with this in mind.

The agreement is actually more a statement of facts set down so that we both know under what arrangements we are operating. The station rate-card rate is not mentioned in terms of actual rates. I would suggest as with the other colleges a base rate of \$1.50 per thirty second plug with frequency discounts as usual. I will bring with me a proposed rate-card based on such a rate.

You will notice in Clause 2 in the statement concerning transportation lines the words "... operating between Boston and other cities..." This is fine for the Boston situated schools, but would hardly hold true for Smith. However, this is just a minor point and can easily be corrected on May 9.

As I mentioned to you, my commission for the contracts which I negotiate will be the usual rate of fifteen per cent (15%). Now, as stated in Clause 4, when I am forced to deal with an agency, they will no doubt deduct from the amount of the contract their fifteen per cent (15%) (and sometimes they insist on an additional two per cent (2%) for cash payment). When this is the case, as the Clause states, the discount will be taken pro rata from both our shares, rather than an overall (and overwhelming) deduction from what the station finally receives.

There are, at the end, places for signatures by myself, by witnesses, and by the Radio Station (directly beneath my signature) with the "By" meaning the officer who signs. Also included (but left out by the typist) should be the officer's position.

I think that on the whole the agreement is, as I have said, self-explanatory. I am sure that you and other members of the station will want to look over it carefully and perhaps have members of the faculty and even a lawyer look at it. I am certain that you will find it satisfactory and clear. As for any additions, corrections, deletions or insertions that you might wish, we can speak of these on May 9, which is the main reason for my visit.

Now as for the information which I would appreciate very much on the same date, here are my requests.

1) What is your total listening audience? (Usually it is the number of students on campus.) If it is not the same as the total number of students, why not? For instance, limitations of technical facilities.

2) You can see how inefficient and unimpressive it would seem were I to approach a potential advertiser concerning advertising and instead of being able to offer him definite information concerning times and rates available, I were to offer him only vague information and tell him that several back-and-forth negotiations among the station, myself and him must be made before a contract can be signed. Therefore, when I approach him, I should be able to offer him a definite thing. And so I would need:

a) A complete copy of your broadcasting schedule for next year including dates and hours on the air.

b) A complete (as possible) schedule of commercial commitments made by the station for next year.

c) A complete schedule of time available (station breaks, etc.) for commercial announcements.

d) Copies of your own commercial contracts, if you have any. I shall bring with me copies of a type of contract used in the radio advertising business both by a college station, and by networks and large advertising agencies. These contracts have in common that they are standard contracts as approved by the American Association of Advertising Agencies and by the National Association of Broadcasters. In cases of dealing with an advertising agency, they will probably furnish their own copies of these contracts.

e) I should like to be able to be in touch with a girl directly connected with the station and, if possible, its business department. If she could be a resident of New York City, it would be helpful, but by no means necessary. She would also have a copy of the above schedules and upon completion of a contract, I would then notify her of said completion. In that way, as your commercial copy time is filled up (I hope that I don't sound too optimistic here), a responsible station

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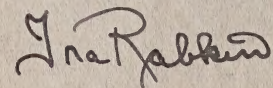
member would be keeping track of it and upon the opening of school would be able to present to the station's business and administrative staffs a complete picture for the coming year. In that way also if there were any change in the commercial time available, she could get in touch with me and inform me of this.

I hope to take care of all negotiations for contracts in New York during the summer. If they are to provide the commercial copy (advertising agencies, etc.), then plans for its delivery to the stations can be taken care of right there. If however, I am to provide the copy (as I hope will be the case in the majority of contracts), then I will be able to write the complete schedule of copy and have it ready for delivery in September. In the case of special sales, etc., the advertisers could have special copy made up and inserted in the proper places. I have made my position on the level of the commercial copy very clear to you and I shall remain adamant about it. I believe that we are in complete agreement on that phase. It will be better, I feel, to lose a possible contract than to admit some obnoxious type of advertising.

We are, as I am sure you well know, not operating in exactly the same manner as large networks and advertising agencies. We operate basically on a more, for us, pragmatic basis, and because of the size of our operations, this can be done. We're interested in letting people know that we have an audience to which we broadcast, an audience which listens and will hear information about a particular product or service. Then, if these advertisers are interested in the service we offer them, we'll provide it for a stated sum. The entire matter is conducted simply and the most important fact is that this service get performed, efficiently, and without a lot of red tape. And, we hope, that at the end of the year, all parties are satisfied.

I think that I have covered about all the matters I had on my mind. I hope to see you on May 9 and if the agreement is satisfactory, it can be signed then. I'm sure that you'll have a number of questions which I hope to answer then. Quite frankly, I am pleased by the stage of progress which this event marks. I think it is very promising as concerns our venture.

Very truly yours,



Ira Rabkin

Encl:

